SAWMILL RUN
PLAT 3

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS AS TO LAND
LOCATED IN SAWMILL RUN PLAT THREE

WHEREAS, Reynolds Construction Company and JON Development Co. Inc. (both of which are Ohio corporations), hereinafter referred to as the owners, hold title in fee simple to the following described parcels of land situated in Springfield Township, Lucas County, Ohio, to wit:

Lots Numbers One Hundred Four (104) through One Hundred Thirty One (131) both inclusive in Sawmill Run Plat Three, a Subdivision in Springfield Township, Lucas County, Ohio,

and said parcels will hereafter be referred to as Sawmill Run Plat Three;

WHEREAS, Reynolds Construction Company and JON Development Co., Inc., the owners, desire to establish restrictions upon the manner of use, improvement, and enjoyment of the above described lots in Sawmill Run Plat Three;

WHEREAS, all lot owners in Sawmill Run Plat Three join in said restrictions by consent thereto;

WHEREAS, Sawmill Run Plat Three is a subdivision in Springfield Township, Lucas County, Ohio, which has been subdivided and laid out into lots with certain streets and ways dedicated to public use in accordance with the original plat thereof, which plat is recorded with the Lucas County Recorder at Vol. 119, Page 87-88;

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use, improvements, and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers,
NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of Sawmill Run Plat Three as an architecturally harmonious, artistic and desirable residential district, Reynolds Construction Company and JON Development Co., Inc. for themselves, their successors and assigns, hereby declare and stipulate that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that each lot in Sawmill Run Plat Three hereafter be conveyed by them, their successors and assigns, subject to these restrictions.

1. These covenants and restrictions are to run with the land and shall be binding on Reynolds Construction Company and JON Development Co., Inc., their successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless the owners of the majority of the foot frontage of the lots covered by these restrictions shall agree in writing to amend these restrictions in whole or in part.

2. All lots, subdivision of lots, and portions of Sawmill Run Plat Three shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a
to. Not more than one residence shall be built upon any lot.

3. No noxious or offensive trade or activity shall be carried on in Sawmill Run Plat Three nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel trailers (unless said travel or camp trailers are stored within structures) or house trailers, scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business, (except the operation of the land and house sale office by the developers and those in privity with them) or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes.

4. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

5. The type of residential structure which shall be permitted shall be the conventional two story house, the story and a half house, the one-floor "ranch type" house and the tri-level house (oftentimes called split level). The ground floor foundation area of the main structure, exclusive of one story open porches, breezeway areas and garages, shall
be not less than nine hundred thirty-six (936) square feet of foundation area for a story and a half and the tri-level house; not less than eight hundred (800) square feet of foundation area for a two story house exclusive of garage; not less than twelve hundred (1200) square feet of foundation area for a ranch type home exclusive of attached garage.

The exterior construction of any and all buildings shall be aluminum, brick veneer, stone, wood, or if another material it must be of a quality and make approved by the Property Committee.

6. No part of the main foundation or projecting porch shall be placed nearer to the front line of a building site than the building line or lines shown on the plat.

7. No so-called "ribbon driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of nine (9) feet in width.

8. No fence shall be erected or maintained closer to the street than the rear of the house, unless expressly approved in advance in writing by the Property Committee.

9. No outside electrical or other operating unit which emits sound or is otherwise noxious may be placed either in the side yard or nearer to the side lot line than the distance from the nearest main side wall adjacent to said lot line (excepting alarm systems which only emit sound during an emergency). All outside electrical or other operating units must not be farther than three feet from the rear wall of each main dwelling structure, except that in an emergency or under special conditions or circumstances, the Committee, in its sole discretion may determine and permit said units to be placed in other locations, but such determination and permission must be obtained in writing prior to constructing or locating any such unit.

10. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected,
or maintained, nor shall any addition to, or change or alteration therein be made until two (2) sets of the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by a Property Committee consisting of Charles J. Reynolds, Jon F. Strole and Richard Armos. One signature only is required.

One (1) set of writing submitted to the Committee may be retained by it. The above committeemen shall serve until another committee is elected or appointed as hereinafter provided. The committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and exclusive opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, the committee may take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading and the location of the buildings, fences, hedges, walls, walks or other structures, gradings or plantings conform and are harmonious with the existing buildings in said Flat and surrounding territory. In the event such committee shall fail to approve or disapprove such plans, specifications and grading plans within sixty (60) days after the same have been submitted to it, then such approval will not be required, provided, however, the design of the structure, size, construction and its location on the building site conform to and are in harmony with existing buildings in Sawmill Run Flat Three and the restrictions contained herein. The members of the Committee shall not be entitled to any compensation.

The Committee may select successors to itself by such means as it may determine and may reduce the fact of
appointment of such successors to itself and record the same in the same general form and requirements for execution and acknowledgment as has been followed in these restrictions. If the Committee fails to appoint successors to itself, then the survivor or survivors of them may select successor or successors. A Committee of no more than three persons shall be maintained by the Committee as far as possible.

11. Perpetual easements are reserved to the undersigned, their successors and assigns across space designated on the recorded Plat as easements, rights-of-way for drainage and utility installments, removal, repairs and maintenance, together with the free rights of entry for purposes of maintaining grade and drainage and other lawful and proper purposes. The said Reynolds Construction Company and JON Development Co., Inc., their successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

12. If any lot owner or tenant thereof, or any occupant of any lot in said subdivision shall violate or threaten to violate or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violations.

13. When all lots have been sold by the present owners, the Committee may select successors to itself by such means as it may determine and may reduce the fact of such successors to itself and record the same in the same general form and requirements for execution and acknowledgment as has been followed in these restrictions. If the Committee fails
to select successors to itself, then the survivor or
survivors of said Committee may appoint a successor or
successors. A committee of no more than three persons shall
be maintained by the Committee as far as possible.

14. No permanent or semi-permanent recreation
facility (expressly including basketball courts, patios and
backboards) addition, outbuilding or fence may be erected,
constructed or maintained without express written approval by
the Committee. Violation of this restriction shall allow the
Committee to come on the premises and dismantle such
structure.

15. The provisions of this declaration shall bind
and inure to the benefit of and be enforceable by Reynolds
Construction Company and JON Development Co., Inc., their
successors, legal representatives, and assigns, and any other
lot owners, their heirs, legal representatives, and assigns,
having lots or building sites subject to these restrictions.
These restrictions may be enforced by injunction or other
appropriate legal remedy.

16. Invalidation of any one or any part thereof,
of the foregoing covenants or restrictions by a judgment or
court order shall in no wise affect any of the others, which
shall remain in full force and effect.

17. Buffer Lot A is created for the express
purpose of prohibiting ingress and egress from the abutting
land and is dedicated on the condition that the abutting
right of way dedication is extended or widened beyond said
buffer lot.

18. Owners have established easements as shown on
plat and designated as "Drainage Easements" or "Utility
Easements" for the purpose of permitting the construction,
installation, relocation and maintenance of public or
quasipublic utility facilities thereon. Maintenance shall
include the right to remove any branches or other growth or
obstructions that might interfere with the construction.
maintenance or safe operation of utility lines or drainage
facilities.

19. In consideration of the premises and of the
enhancement in value to said parcels of land hereinbefore
described as:

Lots Numbers One Hundred Four (104) through One Hundred
Thirty One (131) both inclusive in Sawmill Run Plat
Three, a subdivision in Springfield Township, Lucas
County, Ohio

Reynolds Construction Company and JON Development Co., Inc.
as owners, hereby declare and establish the foregoing
restrictions and covenant and execute the same at Toledo,
Ohio this 14th day of July 1988.

Witnesses:

REYNOLDS CONSTRUCTION COMPANY

By:

Charles J. Reynolds, President
and

Jon F. Strode, Vice President

JON DEVELOPMENT CO., INC.

By:

Richard D. Armst, President

and

Kathy Cottrell, Secretary

State of Ohio, County of Lucas, ss:

On this 14th day of July 1988, before
me personally appeared Reynolds Construction Company, by its
President, Charles J. Reynolds, and by its Vice-President,
Jon F. Strode; and acknowledged the signing of these
restrictions to be their free act and deed for the purposes
mentioned herein.

Witness my hand and seal the day and year above
written.

Notary


On this 14th day of July 1988, before me
personally appeared JON Development Co., Inc. by its
President, Richard D. Armst, and by its Secretary,
Kathy Cottrell; and acknowledged the signing of
these restrictions to be their free act and deed for the
purposes mentioned herein.

Witness my hand and seal the day and year above
written.

Notary

This Instrument prepared by
Charles H. Marker, Jr., Real Estate Law Office, L.P.A.

BILL COPELAND
RECEIVED & RECORDED
JUL 15 1988
RECORER, LUCAS COUNTY, OHIO

88 1000310
AMENDMENT TO DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN SAWMILL RUN PLAT THREE

Whereas, the undersigned persons were appointed a committee of three in connection with Sawmill Run Plat Three, and recorded in Plat 119, Page 87-88 - Fischle 88-1000-B03

Whereas, they were given authority under said Restrictions to appoint successors to themselves, they do now hereby appoint the following successors:

If Charles J. Reynolds is unable or unwilling to serve, Mark Reynolds is appointed as his successor.

If Jon F. Strole is unable or unwilling to serve, James M. Markwood is appointed as his successor.

If Richard D. Arnos is unable or unwilling to serve, Kathy Cottrell is appointed as his successor.

In Witness Whereof, the parties have hereunto set their hands, the 15th day of July, 1988.

Witnesses:

[Signatures]

Charles J. Reynolds
Jon F. Strole
Richard D. Arnos

STATE OF OHIO, COUNTY OF LUCAS, ss.

The foregoing instrument was acknowledged before me this 15th day of July, 1988 by Charles J. Reynolds and Jon F. Strole.

Notary
Charles P. Sherry
Notary Public, State of Ohio
My Commission Expires August 21, 1991

STATE OF OHIO, COUNTY OF LUCAS, ss.

The foregoing instrument was acknowledged before me this 15th day of July, 1988 by Richard D. Arnos.

Notary
Pamela A. Frith
Notary Public, State of Ohio
My Commission Expires May 15, 1990

This Instrument Prepared by:
Markwood and Markwood Co., L.P.A.